SCIENTIFIC COOPERATION

Memorandum of Understanding
Between the
UNITED STATES OF AMERICA
and HUNGARY

Signed at Budapest and Reston
November 22, 2000

NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89—497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . .the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

HUNGARY

Scientific Cooperation

Memorandum of understanding
Signed at Budapest and Reston November 22, 2000;
Entered into force November 22, 2000.

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MEMORANDUM OF UNDERSTANDING BETWEEN THE U.S. GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA AND THE HUNGARIAN GEOLOGICAL SURVEY OF THE GOVERNMENT OF THE REPUBLIC OF HUNGARY CONCERNING SCIENTIFIC AND TECHNICAL COOPERATION IN THE EARTH SCIENCES

ARTICLE I. SCOPE AND OBJECTIVES

1. The U.S. Geological Survey of the Department of the Interior of the United States of America (hereinafter referred to as "USGS") and the Hungarian Geological Survey of the Government of the Republic of Hungary (hereinafter referred to as "MGS") hereby agree to pursue scientific and technical cooperation in the earth sciences in accordance with this Memorandum of Understanding (hereinafter referred to as the "Memorandum").

2. The purpose of this Memorandum is to provide a framework for the exchange of scientific and technical knowledge and the augmentation of scientific and technical capabilities of the USGS and MGS (hereinafter referred to as the "Parties") with respect to the earth sciences.

3. This Memorandum is subject to the Agreement between the Government of the United States of America and the Government of the Republic of Hungary for Scientific and Technological Cooperation (hereinafter referred to as the "Agreement), signed March 15, 2000, with an option for automatic extension for consecutive periods of (5) years. This Agreement will supersede the 1989 Agreement.

4. Each Party may, with the consent of the other Party and to the extent permitted by the laws and policies of each Government, invite other government agencies of the United States and Hungary to participate in activities undertaken pursuant to this Memorandum.

ARTICLE II. COOPERATIVE ACTIVITIES

1. Forms of cooperation under this Memorandum may consist of exchanges of technical information, visits, training, and cooperative research consistent with ongoing programs of the Parties. Specific areas of cooperation may include, but are not limited to, such areas of mutual interest as:

A. Earth-science investigations, including hazards, resources and environment;

B. Biology and biological investigations and technical developments;

C. Geospatial data applications;

D. Water resources and other hydrologic investigations; and

E. Information systems.

2. Activities under this Memorandum shall be undertaken in accordance with the laws, regulations, and procedures of each country.

ARTICLE III. AVAILABILITY OF RESOURCES

Cooperative activities under this Memorandum shall be subject to the availability of personnel, resources, and funds. This Memorandum shall not be construed to obligate any particular expenditure or commitment of resources or personnel. The Parties shall agree in accordance with Article VIII below, upon specific project annexes in writing before the commencement of each activity hereunder.

ARTICLE IV. FEE AND TAX EXEMPTION

The Parties shall obtain from their respective Governments the exoneration of all fees and taxes, including taxes on services rendered, levied on the following items related to or used in furtherance of activities under this Memorandum:

A. Personal effects being used by and belonging to the Parties' personnel.

B. Imported scientific and technical material and equipment that belong to the Parties' Governments and that would remain the property of the Governments.

C. All contracts for construction of facilities and for goods or services in support of these activities necessary to implement this Memorandum.

ARTICLE V. INTELLECTUAL PROPERTY AND SECURITY OBLIGATIONS

Provisions for the protection and distribution of intellectual property created or furnished in the course of cooperative activities under the Memorandum, and provisions for the protection of classified information and unclassified export-controlled information and equipment, shall be governed by the provisions of the Agreement Relating to Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Hungary.

ARTICLE VI. DISCLAIMER

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party.

ARTICLE VII. PLANNING AND REVIEW OF ACTIVITIES

Each Party shall designate a principal representative who, at such times as are mutually agreed upon by the Parties, shall meet with the other representatives to review the activities under this Memorandum and develop proposals for future activities, as appropriate.

ARTICLE VIII. PROJECT ANNEXES

Any activity carried out under this Memorandum shall be agreed upon in advance by the Parties in writing. Whenever more than the exchange of technical information or visits of individuals is contemplated, such activity shall be described in an agreed Project Annex to this Memorandum, which shall set forth in terms appropriate to the activity, a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of a Project Annex, the terms of this Memorandum shall be controlling.

ARTICLE IX. ENTRY INTO FORCE AND TERMINATION

This Memorandum shall enter into force upon signature by both Parties and remains in force for the duration of the Agreement. It may be amended by mutual written agreement and may be terminated at any time by either Party upon ninety (90) days prior written notice to the other Party. Unless otherwise agreed, the termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum that have been initiated prior to such termination.

Done at Reston and Budapest, in the English language.

FOR THE U.S. GEOLOGICAL SURVEY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA:	FOR THE HUNGARIAN GEOLOGICAL SURVEY OF THE GOVERNMENT OF HUNGARY:
Signature	Signature
Thomas B. Robertson	Dr. Istvan G. Farkas
Name	Name
Chargé d'Affaires a.i. American Embassy Budapest	Director General
Title	Title
November 22, 2000	November 22, 2000
Date	Date